

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.03-277
ANNUAL REQUIREMENTS FOR
SCRAP TIRE RECYCLING SERVICES

DATE: November 29, 2004

CONTRACT PERIOD: Dec.1,2004 thru Nov.30, 2005

CONTRACTOR: Greenman Technologies of Iowa
1914 E. Euclid Avenue
Des Moines, Iowa 50313

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Stan Williams
Telephone No.: 515/262-4900
FAX No.:
E-Mail Address:

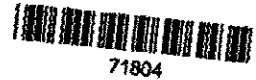
THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER CONTRACT AGREEMENT DATED OCTOBER 24, 2003
& CHANGE ORDER - EO DATED NOVEMBER 19, 2004

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #71804
Dated: 11/19/04



71804



CITY OF LINCOLN
NEBRASKA
MAYOR COLEEN J. SENG

EXECUTIVE
ORDER

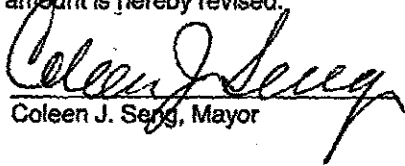
NO. 71804

Smart # 04110106

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE CHARTER
OF THE CITY OF LINCOLN, NEBRASKA:

I hereby accept and approve on behalf of the City, the attached Change Order on the contract with GreenMan Technologies of Iowa - Minnesota, 12498 Wyoming Avenue South, Savage, Minnesota 55378 for furnishing the Annual Requirement for Scrap Tire Recycling Services - Specification No. 03-277. This Change Order authorizes the changes as identified on the Change Order document. Said Change Order results in an increase in the total price of \$108.00 per ton and the contract term contract shall remain the same. The total contract amount is hereby revised.

dated this 19 day of July, 2004


Coleen J. Seng, Mayor

Approved:


Director of Public Works
& Utilities


Finance Director


Asst Purchasing Agent

11/15/04 sw

CONTRACT AGREEMENT
FOR
SCRAP TIRE RECYCLING SERVICES

THIS AGREEMENT, made this 24 day of Oct., 2003 by and between Green Man, hereinafter referred to as CONTRACTOR and CITY OF LINCOLN, a body corporation and politic, hereinafter referred to as CITY.

WHEREAS, the CITY has responsibility for disposal and recycling of solid waste; and

WHEREAS, the Nebraska Department of Environmental Quality has enacted regulations prohibiting landfill disposal of scrap tires; and

WHEREAS, the CITY intends to procure services for the collection, transportation, processing and recycling of scrap tires from a competent and reliable provider in accordance with all applicable regulations.

NOW, THEREFORE, WITNESSETH that:

1. The Contractor hereby agrees to perform the described services as hereinafter set forth during a period of one year following the date of this Contract Agreement for the following contract prices:

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNITS</u>	<u>UNIT PRICE</u>
1.	Price for providing collection and transportation services.	Ton	\$ <u>35</u>
2.	Price for scrap tire processing.	Ton	\$ <u>65</u>
3.	Total Price for Collection and Processing Services	Ton	\$ <u>100</u>

2. The term of this agreement shall be for one year with the option to renew the terms of the contract on an annual basis for up to two years at the same contract prices.
3. It is the express interest of the parties hereto that this agreement shall not create an employer-employee relationship; and the Contractor, his employees and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of the agreement.
4. The Contractor and its agents agree to indemnify and hold harmless and defend the City of Lincoln, and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, damages and losses arising out of, connected with, or in any way associated with this agreement.
5. The Contractor or its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.
6. The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all Owners contracts which is hereby made a part of this Contract.
7. Mr. Gene Hanlon, Recycling Coordinator (phone no. 402/441-7043) or his designated representative, is the City's agent responsible for the administration of this agreement.

8. WORK REQUIREMENTS

- 8.1 The Contractor shall accept all car passenger, over the road truck tires and large farm tractor tires for recycling purposes.
- 8.2 The Contractor shall provide collection of scrap tires at the City's locations and transportation of materials to the Contractor's processing center.
 - 8.2.1 The City locations are the North 48th Street Solid Waste Transfer Station located at 5101 North 48th Street and the Bluff Road Landfill located at 6001 Bluff Road.
 - 8.2.2 The Contractor shall utilize City-owned open-top roll-off containers or transfer the tires from said containers to contractor provided transportation vehicle.
 - 8.2.3 The contractor shall provide collection services within 48 hours when requested to transport the full containers of tires or establish a regular schedule to collect tires which eliminates the need for the City to store tires on the ground next to collection containers.
- 8.3 During the term of the agreement additional City sites may be added to collect tires at the same rate through mutual agreement with the Contractor.
- 8.4 The Contractor shall collect, transport, process and utilize all scrap tires and scrap tire derived products in accordance with applicable Nebraska Department Environmental Quality or other regulatory agency rules and regulations for scrap tire recycling.
 - 8.4.1 During the term of the contract, the Contractor shall inform the City of any Notice of Violation (NOV) or litigation it receives from the Nebraska Department of Environmental Quality or other regulatory agency regarding the transportation, storing, handling, processing or utilization of scrap tires.
 - 8.4.2 The Contractor shall also provide information regarding their response to the Notice of the Violation or litigation and the current status of the NOV or litigation.
 - 8.4.3 Notice of Violation or pending litigation may serve as the basis for termination of the contract.
- 8.5 The Contractor shall weigh their collection vehicle at the City-owned scales at the disposal facilities to determine the net weight of the scrap tires obtained.
 - 8.5.1 Billings for collection and processing services shall be based on this net weight.
- 8.6 The Contractor shall accurately complete a monthly invoice to the City indicating the total tons of scrap tires collected and processed, estimated number of tires and the cost per tire charge for collection services and processing services.
- 8.7 Title of ownership to all scrap tires shall pass to the Contractor upon pick up at the City's locations.
- 8.8 The Contractor shall provide a quarterly report to the City on the disposition of tires received from the City of Lincoln. Said report shall contain:
 - 8.8.1 How tires received from the City were sorted and processed.
 - 8.8.2 The cumulative number of tires stored on sight awaiting processing.
 - 8.8.3 The cumulative number of tires processed but awaiting to be utilized by end-user.
 - 8.8.4 The cumulative number of tires processed and end use tires were utilized for.
 - 8.8.5 Identify any changes to the recycling services plan that were submitted to the City regarding procedures for the collection, processing and end-uses for scrap tires collected from the City.
- 8.9 Storage of transfer trailers or the processing of scrap tires shall not be performed at the City's facilities.
- 8.10 The Contractor agrees to indemnify and hold harmless and defend the Owners and any of their officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.

9. CITY'S RESPONSIBILITIES

- 9.1 During the term of the contract, the City shall agree to send all scrap tires received at the disposal facilities to the Contractor.
- 9.2 The City shall be responsible for loading 40 cubic yard open-top roll-off containers with scrap tires.
 - 9.2.1 The City shall "loose-load" the containers with no requirements for stacking or placing materials in the containers for purposes of obtaining maximum weight loads
 - 9.2.2 The City shall notify the Contractor when a full load is available for pick up.
 - 9.2.3 The City and Contractor may agree on a regular schedule of service in lieu of on-call services
- 9.3 The City will not provide separation of scrap tires from wheel rims.
- 9.4 The City shall provide notice of the Contractor's business to customers using the City's locations.

10. BASIS OF PAYMENT

- 10.1 Payment shall be based on cost per ton basis. This cost per ton fee shall apply to each type of scrap tire collected by the City. There shall be a separate fee for collection and transportation services and another fee for the processing of scrap tires.
- 10.2 The Contractor shall submit monthly invoices to the Solid Waste Operations Division located at 2400 Theresa Street, Lincoln, NE, 68521.
- 10.3 Invoices shall specify the following information: 1) Date scrap tires were transported, 2) Total tons of scrap tires collected, 3) estimated number of car passenger tire equivalents (100 car passenger tires per ton), 4) unit price, 5) unit price description, and 6) extended total price.

11. TERMINATION

- 11.1 The City reserves the right to inspect the Contractor's processing operation and may terminate this agreement for improper storage or handling of scrap tires.
- 11.2 The City may terminate this agreement in the event that the Contractor does not secure viable commitments to utilize their end-product.
- 11.3 The City may terminate this agreement in the event that the State of Nebraska ends the landfill disposal of scrap tires and allows whole tires to be disposed of in sanitary landfills.
- 11.4 This agreement may be canceled by either party hereto at any time during the term of the agreement upon thirty (30) days written notice.

- 12. This Contractor may not assign this agreement to another party without prior written approval by the City.

Dated this 24 day of October, 2003.

ATTEST:



City Clerk

Teresa M. Miller Deputy

CITY OF LINCOLN, NEBRASKA

Mayor

Colleen J. Seery

EXECUTION BY CONTRACTOR

Green man Tech. of Iowa Stan Williams Sales

Company Name

By: (print name)

Title

1914 E Euclid Ave

Company Address

Signature

Des Moines Iowa 50313

City

State

Zip

Witness

515-262-4900

Telephone Number

77-WTM-01-96W-PRT

Employer's Federal I.D. Number or
Social Security Number